

1 Joshua H. Haffner, SBN 188652
(jhh@haffnerlawyers.com)

2 Trevor Weinberg, SBN 330778
(tw@haffnerlawyers.com)

3 **HAFFNER LAW PC**
15260 Ventura Blvd., Suite 1520
4 Sherman Oaks, California 91403
Telephone: (213) 514-5681
5 Facsimile: (213) 514-5682

6 Attorneys for Plaintiff Paula Zajonc,
7 and all others similarly situated

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

10 PAULA ZAJONC, an individual, on
11 behalf of herself and all others
12 similarly situated,

13 Plaintiff,

14 v.
15

16 T-MOBILE US, INC.; and DOES 1
17 through 10, inclusive,

18 Defendant.
19
20
21
22
23
24
25
26
27
28

Case No.: 3:25-cv-02860

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **EMPLOYMENT
DISCRIMINATION UNDER
FEHA;**
2. **VIOLATION OF
CALIFORNIA'S UNFAIR
COMPETITION ACT, *BUS.*
& *PROF. CODE* §17200, *et*
*seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Paula Zajonc (“Plaintiff”) is informed and believes, and on that
2 basis alleges, as follows:

3 **NATURE OF THE ACTION**

4 1. This is a California state-wide class action for: (1) religious
5 discrimination under California’s Fair Employment & Housing Act (“FEHA”), and
6 (2) unfair business practices under Business & Professions Code section 17200, et
7 seq. against defendant T-Mobile US, Inc.’s (“Defendant” or “T-Mobile”). Among
8 other things, Defendant T-Mobile violated its employees’ religious rights by
9 wrongfully terminating them for their religious beliefs which prevent them from
10 taking the COVID-19 vaccine. As set forth herein, Defendant arbitrarily,
11 unreasonably, and/or unlawfully denied Plaintiff’s religious exemption, resulting in
12 their termination of Plaintiff. Plaintiff was employed by Defendant, and seeks in
13 this class action, for herself and all others similarly situated, among other things,
14 all wages, restitution, and reimbursement.

15 **PARTIES**

16 2. Plaintiff Paula Zajonc was, at all relevant times, a resident and citizen
17 of State of California. Plaintiff Zajonc was an employee of Defendant in the State
18 of California, during the Class period as alleged herein.

19 3. Defendant T-Mobile is a business that is authorized to conduct and is
20 actually conducting business in the State of California.

21 4. Plaintiff is currently ignorant of the true names and capacities,
22 whether individual, corporate, associate, or otherwise, of the Defendants sued
23 herein under the fictitious names Does 1 through 10, inclusive, and therefore sue
24 such Defendants by such fictitious names. Plaintiff will seek leave to amend this
25 complaint to allege the true names and capacities of said fictitiously named
26 Defendants when their true names and capacities have been ascertained. Plaintiff
27 is informed and believes and thereon alleges that each of the fictitiously named
28 Defendants is legally responsible in some manner for the events and occurrences

1 alleged herein, and for the damages suffered by the Class.

2 5. Plaintiff is informed and believe and thereon allege that all
3 Defendants, including the fictitious Doe Defendants, were at all relevant times
4 acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or
5 joint venturers and/or employees of all other Defendants, and that all acts alleged
6 herein occurred within the course and scope of said agency, employment,
7 partnership, and joint venture, conspiracy or enterprise, and with the express and/or
8 implied permission, knowledge, consent authorization and ratification of their co-
9 Defendant; however, each of these allegations are deemed “alternative” theories
10 whenever not doing so would result in a contradiction with other allegations.

11 **JURISDICTION AND VENUE**

12 6. This Court has jurisdiction over the entire action by virtue of the fact
13 that this is a civil action wherein the matter in controversy, exclusive of interest
14 and costs, exceeds the jurisdictional minimum of the Court. The acts and
15 omissions complained of in this action took place, in whole or in part, in the State
16 of California. Venue is proper because Plaintiff’s injuries were sustained within
17 the jurisdictional borders of this Court, the contract of employment was entered
18 into and/or at least one of the Defendants resides within the venue of this Court.

19 **FACTUAL ALLEGATIONS**

20 7. Plaintiff worked for Defendant T-Mobile until April 3, 2022.

21 8. On or about September 20, 2021, Plaintiff applied for a religious
22 exemption. Plaintiff requested accommodations including, but not limited to,
23 working virtually. Plaintiff had bona fide religious beliefs which prevented her
24 from taking the Covid vaccine. Indeed, in support of Plaintiff’s exemption request,
25 she attached a letter from the Pastor of her church, of which Plaintiff was a
26 disciple, which outlined the religious reasons for Plaintiff’s refusal to take the
27 Covid-19 vaccine.

28 9. On or about September 22, 2021, T-Mobile confirmed receipt of the

1 exemption request and, in or about November 1, 2021, T-Mobile approved the
2 accommodation request.

3 10. However, T-Mobile later revoked Plaintiff's accommodation request,
4 and refused to allow any accommodations, resulting in the termination of
5 Plaintiff's employment.

6 11. Plaintiff is informed and believes, and on that basis alleges, that
7 Plaintiff's religious exemption was denied under a common policy implemented by
8 T-Mobile applicable to all class members. Plaintiff is informed and believes, and
9 on that basis alleges, that T-Mobile's policies regarding religious exemptions to the
10 COVID-19 vaccine are arbitrary, unreasonable, and/or unlawful, and were
11 commonly applied to class members.

12 12. Plaintiff is a member of, and seeks to be the representative for, the
13 group of employees who all were terminated as a result of Defendants' unlawful
14 and discriminatory practices as alleged herein.

15 13. Plaintiff has met all jurisdictional requirements for proceeding with
16 her claims under FEHA.

17 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

18 14. Plaintiff brings this action on behalf of herself, and on behalf of all
19 others similarly situated, and as a member of the Classes defined as follows:

20 **CLASS:** All former California employees of Defendant who
21 were denied a religious exemption from taking the COVID-19
22 vaccine, and were constructively or actually terminated by
Defendant for refusing to take the COVID-19 vaccine.

23 15. Plaintiff reserves the right to amend or otherwise alter the class
24 definitions presented to the Court at the appropriate time, or to propose or
25 eliminate sub-classes, in response to facts learned through discovery, legal
26 arguments advanced by Defendant or otherwise.

27 16. This action has been brought and may be properly maintained as a
28 class action, as follows:

1 17. **Numerosity of the Class:** Members of the Class and Subclass are so
 2 numerous that their individual joinder is impracticable. The precise number of
 3 Class and Subclass members and their addresses are known to Plaintiff or will be
 4 known to Plaintiff through discovery. Class members may be notified of the
 5 pendency of this action by mail, electronic mail, the Internet, or published notice.

6 18. **Existence of Predominance of Common Questions of Fact and**
 7 **Law:** Common questions of law and fact exist as to all members of the Class.
 8 These questions predominate over any questions affecting only individual Class
 9 members. These common legal and factual questions include:

- 10 a. Whether Defendant's termination Plaintiff and Class members violated
- 11 FEHA.
- 12 b. Whether Defendant's termination Plaintiff and Class members violated
- 13 Article I, § 8 of the California Constitution
- 14 c. Whether Defendant's termination Plaintiff and Class members violated
- 15 Gov. Code. § 12940(a)
- 16 d. Whether Defendant engaged in unlawful, unfair, or fraudulent practices
- 17 and violated California Business and Professions Code § 17200 by
- 18 terminating Plaintiff and Class members for their religious beliefs.
- 19 e. The nature and extent of class-wide injury and measure of damages.

20 19. **Typicality:** Plaintiff's claims are typical of the claims of the members
 21 of the subclasses they represent because Plaintiff was employed by Defendant, and
 22 was exposed and subjected to the same unlawful business practices as the class
 23 members during the liability period. Plaintiff and the members of the classes she
 24 seeks to represent sustained the same types of damages and losses.

25 20. **Adequacy:** Plaintiff is an adequate representative of the class and
 26 subclass she seeks to represent because her interests do not conflict with the
 27 interests of the members of the class. Plaintiff has retained counsel competent and
 28 experienced in complex class action litigation and Plaintiff intends to prosecute

1 this action vigorously. The interests of members of each class will be fairly and
2 adequately protected by Plaintiff and their counsel.

3 21. **Superiority and Substantial Benefit:** The class action is superior to
4 other available means for the fair and efficient adjudication of Plaintiff and the
5 class members' claims. The violations of law were committed by Defendant in a
6 uniform manner and class members were exposed to the same unlawful practices.
7 The damages suffered by each individual Class member may be limited. Damages
8 of such magnitude are small given the burden and expense of individual
9 prosecution of the complex and extensive litigation necessitated by Defendant's
10 conduct. Further, it would be virtually impossible for the class members to redress
11 the wrongs done to them on an individual basis. Even if members of the class
12 themselves could afford such individual litigation, the court system could not.
13 Individualized litigation increases the delay and expense to all parties and the court
14 system, due to the complex legal and factual issues of the case. By contrast, the
15 class action device presents far fewer management difficulties, and provides the
16 benefits of single adjudication, economy of scale, and comprehensive supervision
17 by a single court.

18 22. The class should also be certified because:

19 a. The prosecution of separate actions by individual members of the
20 Class would create a risk of inconsistent or varying adjudications with respect to
21 individual Class members which would establish incompatible standards of
22 conduct for Defendant;

23 b. The prosecution of separate actions by individual members of the
24 Class would create a risk of adjudication with respect to them, which would, as a
25 practical matter, be dispositive of the interests of the other class members not
26 parties to the adjudications, or substantially impair or impede their ability to
27 protect their interests; and

28 c. Defendant has acted or refused to act on grounds generally applicable

1 to the class, and/or the general public, thereby making appropriate final and
 2 injunctive relief with respect to the Classes as a whole.

3
 4 **FIRST CAUSE OF ACTION**
EMPLOYMENT DISCRIMINATION UNDER FEHA
 5 **(Against All Defendants)**

6 23. Plaintiff re-alleges, and incorporates by reference, the preceding
 7 paragraphs of this Complaint, as though fully set forth herein.

8 24. Under the FEHA, to establish “religious creed” discrimination,
 9 plaintiff must show that she had a bona fide religious belief, the employer was
 10 aware of the belief, and the belief “religious observance,” “religious belief,” and
 11 “creed” to include “all aspects of religious belief, observance, and practice.”

12 25. The FEHA prohibits employers from discriminating against any
 13 individual because of a conflict between that person's religious belief or
 14 observance and any employment requirement.

15 26. Plaintiff and Class members fall within the protected category of Gov.
 16 Code. § 12962(m) as an individual subjected to adverse employment action on
 17 account of their religious creed. T-Mobile discriminated against Plaintiff and
 18 Class members on the basis of their religion and religious beliefs.

19 27. Article I, § 8 of the California Constitution also forbids the
 20 disqualification of individuals from employment opportunities because of religion.
 21 The California Superior Court recognizes that victims of discrimination are free to
 22 seek relief for the resulting injuries under any state law, without limitation. (*Rojo*
 23 *v. Kliger*, (1990) 52 Cal.3d 65 at 70-71, 82, n. 10.)

24 28. In violation of the law, T-Mobile terminated and/or rescinded
 25 employment offers for Plaintiff and Class members for their religious beliefs,
 26 which precluded them from taking the Covid-19 vaccine. T-Mobile had the
 27 opportunity to grant Plaintiff and Class members exemptions to the vaccine
 28 mandate, but refused to do so.

29. As a proximate result of Defendant's conduct, Plaintiff and Class members have suffered harm, including lost earnings, and other employment benefits, the exact amount of her damages will be established at trial.

30. Defendant's conduct and actions were despicable, and were done maliciously and oppressively, with a willful and conscious disregard of Plaintiff's and Class members' rights, entitling Plaintiff and Class members to punitive damages under *California Civil Code* Section 3294. As to all Defendants, the officers, directors and managing agents authorized and/or ratified each and every act on which Plaintiffs' allegations of punitive damages herein are based.

SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT
(Business & Professions Code §17200, *et seq.*)

31. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

32. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

33. Through its action alleged herein, Defendant has engaged in unfair competition within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

34. Defendant's unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is not limited to, its termination of Plaintiff and Class members for their refusal to take the Covid-19 vaccine for religious reasons. Defendant's fraudulent conduct includes, but is not limited to, Plaintiff's manager, Erik Wetzel, stated on a November 1, 2021 document that Plaintiff's accommodation request was approved, only to revoke the approval. Defendant T-Mobile further falsely made statements which indicated that they would make exemptions for Class members, but ultimately refusing to do so.

1 DATED: June 26, 2025

HAFFNER LAW PC

2
3 By: /s/ Trevor Weinberg
4 Joshua H. Haffner
5 Trevor Weinberg
6 Attorneys for Plaintiff and others
7 Similarly Situated
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class members on all claims so triable.

DATED: June 26, 2025

HAFFNER LAW PC

By: /s/ Trevor Weinberg
Joshua H. Haffner
Trevor Weinberg
Attorneys for Plaintiff and others
Similarly situated